



STATE OF IOWA
MASTER AGREEMENT
Contract Declaration and Execution

MA# 005 CT2937MV-1X

EFFECTIVE BEGIN DATE: 06-14-2007
EXPIRATION DATE: 09-13-2008
PAGE: 1 of 14

VENDOR:

Allied Const. Services
PO Box 937

Des Moines, IA 50304
USA

VENDOR CONTACT:

No Contact Specified

PHONE: 515 999-9999

EMAIL:

EXT:

FOB FOB Dest, Freight Prepaid

ISSUER:

DOUGLAS REED

PHONE: 5152426151

EMAIL: Doug.Reed@iowa.gov

Contract For: Flooring Products & Serv.- carpet

From RFB # BD50100S780 due 6/3/05 on file at the Department of Administrative Services, General Services Enterprise, Hoover State Office Building Level A, Des Moines, Iowa 50319.

Contact person:

Ed Brooks

Phone: (515) 288-4855

Watts: (800) 365-4855

Cell: (515) 360-1490

Fax: (515) 288-2069

E-mail: ebrooks@alliedconst.com

This contract has been extended for an additional 3 month period.

RENEWAL OPTIONS

FROM 06-14-2007 **TO** 06-13-2008

FROM 09-14-2008 **TO** 09-13-2009

FROM 09-15-2009 **TO** 09-14-2010

AUTHORIZED DEPARTMENT

ALL

SUB Political Sub-divisions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	SQYD	3607630	\$18.690000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Academic 167020 Ounce Weight: 16 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
2	0.00000	SQYD	3607630	\$18.310000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Cubic 138010 Ounce Weight: 18 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
3	0.00000	SQYD	3607630	\$20.330000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Earth 166670 Ounce Weight: 17 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
5	0.00000	SQYD	3607630	\$20.430000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Entrobean 167000 Ounce Weight: 18 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
6	0.00000	SQYD	3607630	\$21.440000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Entropy 166020 Ounce Weight: 20 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
7	0.00000	SQYD	3607630	\$19.030000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Equal Space 163510 Ounce Weight: 18 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
8	0.00000	SQYD	3607630	\$17.360000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Equation 138140 Ounce Weight: 18 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				



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9	0.00000	SQYD	3607630	\$19.600000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Equator 167200 Ounce Weight: 18 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)	
10	0.00000	SQYD	3607630	\$22.130000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Frequency 166200 Ounce Weight: 20 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)	
11	0.00000	SQYD	3607630	\$19.720000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Geometry 167010 Ounce Weight: 18 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)bond	
12	0.00000	SQYD	3607630	\$19.750000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Gradient 167050 Ounce Weight: 18 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)	
13	0.00000	SQYD	3607630	\$19.360000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Grillwork 138120 Ounce Weight: 18 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)	
14	0.00000	SQYD	3607630	\$19.360000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Profile 138110 Ounce Weight: 18 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)	
15	0.00000	360		\$0.000000 \$0.000000

FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI

Install New Carpet Tile Flooring Fee - 0 to 1,000 square yard sized projects - Daytime Rates and Evening/weekend Rates are installation of new carpet \$5.50 per sq. yd., floor prep at \$1.00 per sq. yd., removal of old carpet at \$1.50 per sq. yd., recycling of old carpet \$1.00 per sq. yd.

If all the services above were required for the project then the total



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			would be \$9.00 per sq. yd.	
16	0.00000	360		\$0.000000 \$0.000000
			FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Install New Carpet Tile Flooring Fee - Over 1,000 square yard sized projects - Daytime Rates and Evening/weekend Rates are installation of new carpet \$4.50 per sq. yd., floor prep at \$1.00 per sq. yd., removal of old carpet at \$1.50 per sq. yd., recycling of old carpet \$1.00 per sq. yd. If all the services above were required for the project, then the total would be \$8.00 per sq. yd.	
37	0.00000	360		\$0.000000 \$0.000000
			FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Discount or Misc. line	
56	0.00000	SQYD	3607630	\$20.340000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Solid Foundation 16690 Ounce Weight: 20 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)	
57	0.00000	SQYD	3607630	\$19.450000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Spaced Out 163500 Ounce Weight: 18 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)	
58	0.00000	SQYD	3607630	\$19.360000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Turbulence 138130 Ounce Weight: 18 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)	
59	0.00000	SQYD	3607630	\$20.330000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Wind 166680 Ounce Weight: 17 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)	
60	0.00000	SQYD	3607630	\$19.140000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: View Point Collection Ounce Weight: 18 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
61	0.00000	SQYD	3607630	\$25.650000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Jakarta 161710 Ounce Weight: 24 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
62	0.00000	SQYD	3607630	\$21.890000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Libra 162900 Ounce Weight: 24 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
63	0.00000	SQYD	3607630	\$23.100000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Marrakesh 162220 Ounce Weight: 26 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
64	0.00000	SQYD	3607630	\$25.650000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: The Loop 1623100 Ounce Weight: 26 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
65	0.00000	SQYD	3607630	\$25.020000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: 123's 138090 Ounce Weight: 24 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
66	0.00000	SQYD	3607630	\$25.020000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: ABC's 138080 Ounce Weight: 24 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
67	0.00000	SQYD	3601025	\$18.840000 \$0.000000
CARPET, ROLLED Manufacturer: Interface Flooring Systems Brand: Solid Foundation 16690 Ounce Weight: 20 oz				



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68	0.00000	SQYD	3601025	\$18.830000 \$0.000000
			CARPET, ROLLED Manufacturer: Interface Flooring Systems Brand: Wind 166680 Ounce Weight: 17 oz	
69	0.00000	SQYD	3601025	\$24.150000 \$0.000000
			CARPET, ROLLED Manufacturer: Interface Flooring Systems Brand: Jakarta 161710 Ounce Weight: 24 oz	
70	0.00000	SQYD	3601025	\$20.390000 \$0.000000
			CARPET, ROLLED Manufacturer: Interface Flooring Systems Brand: Libra 162900 Ounce Weight: 24 oz	
71	0.00000	SQYD	3601025	\$21.600000 \$0.000000
			CARPET, ROLLED Manufacturer: Interface Flooring Systems Brand: Marrakesh 162220 Ounce Weight: 26 oz	
73	0.00000	SQYD	3601025	\$24.150000 \$0.000000
			CARPET, ROLLED Manufacturer: Interface Flooring Systems Brand: The Loop 1623100 Ounce Weight: 26 oz	
74	0.00000	EA	360	\$0.000000 \$0.000000
			FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Adhesive: 1 gallon pail = \$22.76 4 gallon pail = \$68.16	
75	0.00000	SQYD	3607630	\$26.530000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Caribbean 166070 Ounce Weight: 24 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)	
76	0.00000	SQYD	3607630	\$19.370000 \$0.000000
			TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Furrows 166630 Ounce Weight: 17 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)	



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77	0.00000	SQYD	3607630	\$21.180000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Kamala 166350 Ounce Weight: 23 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
78	0.00000	SQYD	3607630	\$21.180000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Nikko 166340 Ounce Weight: 23 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
79	0.00000	SQYD	3607630	\$27.200000 \$0.000000
TILES, CARPET Manufacturer: Interface Flooring Systems Brand: Paint Box 166640 Ounce Weight: 24 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd)				
80	0.00000	SQYD	3601025	\$25.030000 \$0.000000
CARPET, ROLLED Manufacturer: Interface Flooring Systems Brand: Caribbean 166070 Ounce Weight: 24 oz				
81	0.00000	SQYD	3601025	\$19.680000 \$0.000000
CARPET, ROLLED Manufacturer: Interface Flooring Systems Brand: Kamala Ounce Weight: 23 oz				
82	0.00000	SQYD	3601025	\$25.700000 \$0.000000
CARPET, ROLLED Manufacturer: Interface Flooring Systems Brand: Paint Box 166640 Ounce Weight: 24 oz				
83	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: A Maze Ounce Weight: 28 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				



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84	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Born Free Ounce Weight: 28 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
85	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Flagstone Ounce Weight: 26 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
86	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: French Quarter Ounce Weight: 28 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
87	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Hound Dog Ounce Weight: 28 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
88	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Ink Blot Ounce Weight: 28 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				



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89	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Jailhouse Ounce Weight: 28 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
90	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Metamorphic Ounce Weight: 22 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
91	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: On Key Ounce Weight: 28 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
92	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Precast Ounce Weight: 24 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
93	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Sidewinder Ounce Weight: 28 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				



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94	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Slam Dunk Ounce Weight: 28 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
95	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Stonepath Ounce Weight: 26 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
96	0.00000	SQYD	3607630	\$28.090000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Tweedle Dee Ounce Weight: 25 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
97	0.00000	SQYD	3607630	\$25.920000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Backstage Ounce Weight: 22 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
98	0.00000	SQYD	3607630	\$25.920000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: First Act Ounce Weight: 22 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				



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99	0.00000	SQYD	3607630	\$25.920000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Floorshow Ounce Weight: 22 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
100	0.00000	SQYD	3607630	\$25.920000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Leading Role Ounce Weight: 22 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
101	0.00000	SQYD	3607630	\$25.920000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Matinee Ounce Weight: 22 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
102	0.00000	SQYD	3607630	\$25.920000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Opening Night Ounce Weight: 22 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
103	0.00000	SQYD	3607630	\$25.920000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Rehearsal Ounce Weight: 22 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				



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104	0.00000	SQYD	3607630	\$25.920000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Theater District Ounce Weight: 22 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
105	0.00000	SQYD	3607630	\$24.440000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Cotswold Ounce Weight: 22 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				
106	0.00000	SQYD	3607630	\$24.440000 \$0.000000
TILES, CARPET Manufacturer: InterfaceFlor Commercial Products with Hybrid Fiber (corn polymer) Brand: Stroud Ounce Weight: 22 oz Backing: Glasbac RE 250A Recycled Backing (Glasbac 2500 is \$1.50 less/sq yd) 20 tiles per carton, 5.98 square yards per carton. All are 1/2 meter tile.				



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TERMS AND CONDITIONS**Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless



STATE OF IOWA

MASTER AGREEMENT

Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 06-14-2007
 EXPIRATION DATE: 09-13-2008
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the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.